

October 4, 2017

VIA ELECTRONIC FILING

Ms. Jocelyn Boyd, Chief Clerk/Administrator
Public Service Commission of South Carolina
Synergy Business Park, Saluda Building
101 Executive Center Drive
Columbia, SC 29210

Re: Level 3 Communications, LLC's Interconnection Agreement
with Bluffton Telephone Company, Inc.

Dear Ms. Boyd:

Enclosed for filing please the Interconnection Agreement between Bluffton Telephone Company and Level 3 Communications, LLC. This Agreement is being submitted for approval pursuant to 47 U.S.C. § 252(e).

In accordance with 47 U.S.C. § 252(e), the Commission must approve or reject the parties' interconnection agreement within a maximum of 90 days of filing. Under section 252(e)(2)(A), the Commission may only reject a negotiated agreement if it finds that the agreement in whole or in part discriminates against a carrier not a party to the agreement, or if implementation of the agreement or portion is inconsistent with the public interest. Neither of these reasons exists as to the enclosed negotiated agreement. Therefore, we respectfully request that the Commission approve the agreement.

Please contact me should you have any questions about this filing.

Yours truly,



Frank R. Ellerbe, III

FRE:tch

Enclosure

cc w/enc: Jeffrey M. Nelson, Chief Counsel (via email)
Barry Orrel, Carrier Relations Manager (via email)
Trey Judy, Director-Regulatory Affairs (via email)
Jean Thaxton, Sr. Regulatory Manager (via email)

INTERCONNECTION AGREEMENT
BETWEEN
BLUFFTON TELEPHONE COMPANY
AND
LEVEL 3 COMMUNICATIONS, LLC

**INTERCONNECTION AGREEMENT
BY AND BETWEEN
Bluffton Telephone Company, Inc.
AND
Level 3 Communications, LLC**

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**ATTACHMENT 1 – PRICING SCHEDULE
ATTACHMENT II – PRE-ORDERING, ORDERING, BILLING AND REPAIR**

This Interconnection Agreement ("Agreement") is effective June 6, 2017 (the "Effective Date") and is by and between Bluffton Telephone Company, Inc. ("ILEC", "Bluffton" or "BTC"), a South Carolina corporation with offices at 870 William Hilton Parkway, Bldg. C, Hilton Head Island, SC 29938 and Level 3 Communications, LLC a Delaware company with offices at 1025 Eldorado Boulevard, Broomfield, CO 80021 ("Level 3"). BTC and Level 3 may also be referred to herein singularly as a "Party" or collectively as the "Parties."

BACKGROUND

WHEREAS, BTC is an incumbent local exchange carrier, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of South Carolina; and

WHEREAS, Level 3 is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of South Carolina; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by sections 251 and 252 of the Act and applicable law; and

WHEREAS the Parties wish to interconnect their networks for the purposes of transport and termination of traffic; and

WHEREAS, ILEC's entry into this Agreement does not waive any rights it may otherwise have to maintain it is a rural telephone company entitled to certain exemptions under the Act.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1 Term of Agreement

- 1.1 This Agreement is effective upon signature by both Parties and has an initial term of two (2) years. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for one (1) year terms.
- 1.2 Either Party may seek to negotiate a new agreement by providing written notice to the other Party no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to expiration of the initial term or any succeeding term.
- 1.3 Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than ninety (90) days prior to expiration of the initial term or any succeeding term. If either Party sends a timely notice to terminate and the other Party replies with a timely notice for re-negotiation under Section 1.2, this Agreement will continue in full force and effect until such new Agreement is effective through negotiation, mediation or arbitration under Section 252 of the Act.

2 Scope

- 2.1 This Agreement is for Interconnection, the exchange of traffic and related services between either Party as provided herein. This Agreement may be used by either Party to provide retail services directly to End Users or wholesale services to third-party customers. The third-party traffic exchanged between the Parties is treated under this Agreement as the delivering Party's traffic, and all billing associated with that traffic will be in the name of the delivering Party, subject to the terms and conditions of this Agreement. In addition, either Party may offer Information Services through the same arrangement under 47 C.F.R. 51.100(b).
- 2.2 ILEC has no obligation to establish interconnection service arrangements to enable LEVEL 3 to solely exchange Information Service traffic. LEVEL 3 agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by LEVEL 3 or a third party, and that any exchange of Information Services traffic will be incidental to the Parties' exchange of Telecommunications Traffic.
- 2.3 The FCC has not determined whether VoIP Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, VoIP Traffic shall be treated as Telecommunications Service voice traffic. If the FCC determines that any type of VoIP Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Services in all material respects, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 14.11 of this Agreement.
- 2.4 ILEC has no obligation to establish interconnection service arrangements to enable LEVEL 3 to solely exchange interexchange toll traffic. LEVEL 3 agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate access per each Party's Tariffs.
- 2.5 Nothing in this Agreement alters or otherwise affects in any manner the local calling areas or services offered by either Party to its End Users.

3 Definitions

- 3.1 The following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific definition exists in the Act for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.
- 3.2 Access Service Request ("ASR") means the industry standard forms and supporting documentation used for ordering Exchange Access. The ASR will be used to identify the specific trunking and facilities request for interconnection.
- 3.3 Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151, *et seq.*), as amended by the Telecommunications Act of 1996,

and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC").

- 3.4 Affiliate shall have the meaning as set forth in the Act.
- 3.5 Applicable Law – all effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.
- 3.6 Automatic Number Identification (ANI) – the signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.
- 3.7 Bill and Keep as described by the Act, is an arrangement under which the Parties believe that traffic exchange will be balanced and therefore agree to recover their costs associated with the transport and termination of Local Traffic from their own End User, rather than each other.
- 3.8 Calling Party Number ("CPN") – A Signaling System 7 ("SS7") parameter which refers to the ten-digit number transmitted through a network identifying the calling party.
- 3.9 Central Office - A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office Switch may handle several Central Office Switch codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 3.10 Central Office Switch – A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office / Tandem Office Switch.
- 3.11 Commission means the South Carolina Public Service Commission.
- 3.12 Common Channel Signaling (CCS) – A method of transmitting call set-up and network-control data over a digital network separate from the public switched telephone network facilities that carries the actual voice or data content of the call.
- 3.13 DS-1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 3.14 DS-3 is a digital signal rate of 44.736 Megabits per second ("Mbps").
- 3.15 Direct Interconnection Facilities – dedicated one-way or two-way transport facilities installed between LEVEL 3's switch (or its equivalent) and ILEC's switch.
- 3.16 EAS Traffic means two-way traffic that falls within the definition of "EAS" as set forth in applicable tariffs and regulatory rules and orders that are exchanged between the Parties.

- 3.17 End Office Switch or End Office is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission and related functions for a defined geographic area by means of an End Office Switch.
- 3.18 End User means the residence or business subscriber or other ultimate user of Telecommunications Services provided by either of the Parties or, the ultimate user of voice services provided by a wholesale telecommunications service provider, when either Party has a business arrangement with a wholesale telecommunications service provider for interconnection services.
- 3.19 End User Location is the physical location of the premises where an End User makes use of Telephone Exchange Service and that has a record in the 911 ALI database.
- 3.20 Exchange Access – The term Exchange Access means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of telephone toll services.
- 3.21 Extended Area Service (“EAS”) means a service arrangement whereby End Users physically located in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users physically located in another local service exchange area on the basis of tariffed terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 3.22 FCC is the Federal Communications Commission.
- 3.23 Information Service shall be as defined in the Act (47 U.S.C. § 153(20)).
- 3.24 Interconnection in this Agreement is as defined under applicable federal law.
- 3.25 Interconnection Facility is the dedicated transport facility used to connect the two Parties’ networks.
- 3.26 Interexchange Carrier (IXC) – a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.
- 3.27 Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier to a provider of internet access services.
- 3.28 IntraLATA – The term IntraLATA describes traffic outside the Local Calling area but within a LATA.
- 3.29 ISDN User Part (ISUP) – a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 3.30 ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the local/EAS exchange of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User’s local/EAS exchange will be

considered switched toll traffic and subject to access charges. VoIP or IP-Enabled Traffic is not ISP-Bound Traffic.

- 3.31 Jurisdictional Indicator Parameter (JIP) is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.
- 3.32 Last Mile Provider is any entity that owns a physical wireline connection with the End User
- 3.33 Line Information Database (LIDB) is one or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.
- 3.34 Local Exchange Carrier (LEC) shall have the meaning set forth in the Act.
- 3.35 Local Exchange Routing Guide ("LERG") is a Telcordia reference document used by carriers to, among other things, identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 3.36 Local Access and Transport Area ("LATA") is as defined in the Act.
- 3.37 Local Service Request ("LSR") means the industry standard forms and supporting documentation used for ordering local services and number porting.
- 3.38 Local Traffic means traffic (*including* VoIP Traffic and excluding CMRS traffic) that is originated and terminated between an End User of BTC and an End User of LEVEL 3 assigned an NPA/NXX that is associated with one of BTC's Local Calling Areas or BTC's mandatory extended area service ("EAS") area, as defined by the Commission or, if not defined by the Commission, then as defined in existing BTC general subscriber tariff (collectively, "Local Calling Area"). Local Traffic does not include optional local calling scopes, *i.e.* optional rate packages that permit the End User to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as "optional EAS", or ISP-Bound Traffic, however, any traffic conveyed by means of VoIP shall not be considered ISP-Bound Traffic.
- 3.39 North American Numbering Plan (NANP) is the system of numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.
- 3.40 Numbering Plan Area (NPA) also sometimes referred to as an area code, is the first 3-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX codes. There are two general categories of NPA, "Geographic NPAs" and Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-

Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 866, 877, 888 and 900 are examples of Non-Geographic NPAs.

- 3.41 NXX, NXX Code, Central Office Code or CO Code is a three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.
- 3.42 Point of Interconnection (“POI”) means the physical location(s) on the ILEC network mutually agreed upon and designated by the Parties for the purpose of exchanging traffic. Each Party shall be responsible for all costs on its respective side of the POI.
- 3.43 Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.
- 3.44 Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.
- 3.45 Rating Point is the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.
- 3.46 Reciprocal Compensation refers to the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, applicable FCC rules and regulations, and relevant court decisions, the costs incurred for the transport and termination of Local Traffic originating on one Party’s network and terminating on the other Party’s network. For purposes of this Agreement, the Parties agree that Bill and Keep shall be the method of Reciprocal Compensation used by the Parties.
- 3.47 Routing Point denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a “LEC Consortium Point of Interconnection.” The Routing Point must be in the same LATA as the associated NPA-NXX.
- 3.48 Signaling System 7 (“SS7”) refers to the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”).

- 3.49 Switched Access Service is the offering of transmission and switching services for the purpose of the origination and termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.
- 3.50 Tandem Switch is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregations points, points of termination, or points of presence.
- 3.51 Tandem Transit Traffic or Transit Traffic is traffic that originates on LEVEL 3's network, and is transported through the other Party's Tandem to the Central Office of LEVEL 3, Commercial Mobile Radio Service ("CMRS") carrier, ILEC or other LEC, where the homing arrangement for dialed NPA-NXX-X is designated as the tandem switch per the Local Exchange Routing Guide ("LERG"). Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchanged Access Service traffic is not Tandem Transit Traffic.
- 3.52 Tariff means any applicable Federal or State tariff of a Party, as amended from time to time.
- 3.53 Telephone Exchange Service means (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.
- 3.54 Telecommunications Carrier means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.
- 3.55 Telecommunications Services is as defined in 47 U.S.C. 153(46).
- 3.56 Telephone Exchange Service shall have the meaning set forth in 47 U.S.C. § 153 (47) of the Act.
- 3.57 Voice over Internet Protocol (VoIP) or IP-Enabled Traffic means any IP-Enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of this Agreement, VoIP or IP-Enabled Traffic generally includes but shall in any event be consistent with the FCC's definition in 47 CFR 9.3:
- 3.57.1 Voice traffic originating on an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- 3.57.2 Voice traffic originated on the PSTN, and which terminates on an IPC.

4 Billing and Payments

- 4.1 The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty (30) days from the bill date, or receipt date (if the monthly invoice is received more than ten (10) days after the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party. Any undisputed amounts not paid when due accrue interest from the date such amounts were due. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.
- 4.2 Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with Section 13 Dispute Resolution provisions of this Agreement.
- 4.3 Undisputed amounts shall be paid when due as set forth in Section 4.1 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.
- 4.4 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received within 30 calendar days following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.
- 4.5 If the Billed Party fails to make any payment following the notice under Section 4.4 above, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services to the Billed Party at any time thereafter unless the Billed Party pays all undisputed amounts due within said thirty (30) day period. Notice shall be as provided in Section 12 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.
- 4.6 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 4.5 above, the Billing Party may terminate this Agreement.

- 4.7 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.
- 4.8 If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing Party will, within thirty (30) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 4.1 hereof.
- 4.8 The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.
- 4.9 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

5 Compensation for Local Traffic

5.1 Parties agree to terminate each other's Local Traffic on a bill and keep basis for reciprocal compensation. Bill and keep shall mean that neither party has any obligation to pay charges to the other Party in connection with the exchange of Local Traffic, regardless of any charges the originating Party may assess its end users. Notwithstanding the foregoing, pursuant to the FCC's Inter-carrier Compensation Reform order, the presumption of roughly balanced traffic will cease, effective July 1, 2020.

6 Audits

- 6.1 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once (1) per twelve (12) month period, to evaluate the other Party's accuracy of billing and invoicing in accordance with this Agreement.
- 6.2 Any audit will be performed as follows: (i) following at least thirty (30) business

days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules, including a non-disclosure agreement.

- 6.3 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.
- 6.4 In addition to the audit rights in Section 6.1, if either Party uses a third-party to provide any services under this Agreement, including but not limited to 911 or directory listings, the Parties will cooperate with each other to obtain the necessary documentation to conduct an audit related to those services.

7 Limitation of Liability

- 7.1 The Parties will limit liability in accordance with this Section.
- 7.2 Except for damages resulting from the willful or intentional misconduct or gross negligence of one or both Parties, the liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of Local Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.
- 7.3 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 9 of this Agreement.
- 7.4 Except in the instance of harm resulting from an intentional action or willful misconduct or gross negligence, neither Party shall be liable to the End User of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s) or applicable End User contracts.

8 No Warranties

- 8.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9 Indemnification

- 9.1 Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, shareholders, agents, contractors and employees of all such persons and entities (collectively, the Indemnified Party) from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement,
- 9.1.1 whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or
- 9.1.2 whether suffered, made, instituted, or asserted by its own customer(s) against the Indemnified Party arising out of the Indemnifying Party's provisioning of services to the Indemnified Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or
- 9.1.3 arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, wrongful use or unauthorized disclosure of data to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party or its subcontractors or agents.
- 9.2 Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.
- 9.3 The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of

such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

- 9.4 The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

10. Force Majeure

- 10.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, acts of the government in its sovereign capacity, embargoes, epidemics, explosion, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is delayed under this Section, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations at a performance level no less than that which it uses for its own operations.

11. Nondisclosure of Proprietary Information

- 11.1 It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information ("CPI") as those terms are defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network; and (iv) or

information that the circumstances surrounding disclosure or the nature of the information suggests that such information is proprietary or should be treated as confidential or proprietary. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents shall be bound by the terms of this Section. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the "Disclosing Party" means the owner of the Confidential Information, and the "Recipient" means the Party to whom Confidential Information is disclosed.

- 11.2 Recipient has no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 11.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

12. Notices

- 12.1 Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For LEVEL 3:

Level 3 Communications, LLC
General Counsel – Regulatory
1025 Eldorado Boulevard
Broomfield, CO 80021

With a copy to:

Level 3 Communications, LLC
VP – Carrier Relations
1025 Eldorado Boulevard
Broomfield, CO 80021

For ILEC:

Trey Judy
Director-Regulatory Affairs
Hargray
Post Office Box 5986
870 William Hilton Pkwy, Building C (overnight only)
Hilton Head Island, SC 29938
Telephone: 843-686-1210
Facsimile: 843-341-0975
Email: try.judy@htc.hargray.com

With a copy to:

Jean Thaxton
Sr. Regulatory Manager
Hargray
Post Office Box 5986
870 William Hilton Pkwy, Building C (overnight only)
Hilton Head Island, SC 29938
Telephone: 843-686-1258
Facsimile: 843-341-0198
Email: jean.thaxton@htc.hargray.com

- 12.2 The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.

13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such

as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

- 13.3 The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Miscellaneous

- 14.1 Amendments. No amendment of this Agreement is valid unless it is in writing and signed by both Parties.
- 14.2 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.
- 14.3 Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 14.4 Taxes. Each Party is responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 8 of this Agreement, indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges. A Party is not required to pay any tax or surcharge to the other Party for which it provides an exemption certificate or other proof of exemption.
- 14.5 Fraud. Each Party assumes responsibility for all fraud associated with its End Users and accounts. Each Party will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to the other's account in cases of fraud.
- 14.6 Neither Party accepts any responsibility for any claim of exemption which is made to it by the other Party. The Party claiming an exemption shall be responsible for, and shall insure all taxes, interest, penalties and any associated costs incurred by the other Party if it is determined that the Party claiming an exemption is otherwise not entitled to the exemption it has claimed pursuant to this contract.

- 14.7 A Party's acceptance of an exemption claim from the other Party shall not constitute a failure to bill or collect any tax under this Section.
- 14.8 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.
- 14.9 Publicity. Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without that Party's prior written consent.
- 14.10 Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days' notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 14.11 Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 14.12 Change of Law. If a federal or state regulatory agency or a court of competent jurisdiction issues an unappealable rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties will negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke Section 13 Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the change in law.
- 14.13 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.
- 14.14 Good Faith Performance. In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.
- 14.15 Governing Law. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission's

Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of South Carolina, without regard to its conflicts of laws principles, shall govern.

- 14.16 Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity will affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement will stand as if the invalid provision had not been a part thereof, and the remainder of the Agreement remains in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request Dispute Resolution pursuant to Section 13 of this Agreement.
- 14.17 Assignment. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party will be void ab initio, provided however that consent will not be unreasonably withheld, conditioned or delayed. Consent is not required if assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.
- 14.18 Subcontractors. A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.
- 14.19 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 15. Interconnection**
 - 15.1 The Parties shall make available to each other Interconnection Facilities for the reciprocal exchange of traffic. This Agreement sets forth the specific terms and conditions for network interconnection arrangements between ILEC and LEVEL 3 for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End User of one Party and is terminated to an End User of the other Party physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service or has an arrangement with a wholesale telecommunications service provider to provide equivalent type service to the End User.
 - 15.2 This section also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End Users of the Parties pursuant to §§ 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

15.3 Responsibility for Traffic

- 15.3.1 LEVEL 3 is responsible for all traffic that LEVEL 3 delivers to ILEC including but not limited to voice traffic, IP-Enabled Traffic, ISP-Bound Traffic, and toll traffic. LEVEL 3 shall not provision any of its services in a manner that permits the circumnavigation of applicable switched access charges, by it or a wholesale telecommunications service provider. LEVEL 3 agrees to be responsible and pay for its portion of the Direct Interconnection Facilities, reciprocal compensation and access charges associated with all traffic that LEVEL 3 terminates to ILEC. LEVEL 3 is the sole responsible Party with respect to all traffic terminated by LEVEL 3 to its End Users or to wholesale telecommunications service provider.
- 15.3.2 Traffic originated from an Internet protocol ("IP") device other than at the End User's service location ("Nomadic Traffic") shall be prohibited under this Agreement unless otherwise certified in writing in advance by the Party sending the traffic to the other Party for termination. All uncertified Nomadic Traffic delivered by a Party shall be subject to access charges pursuant to ILEC's tariffed switched access rates.
- 15.3.3 LEVEL 3 provides Telecommunications Services under this Agreement to End Users both directly and indirectly. The Parties understand and agree that this Agreement will permit a Party to provide wholesale service, however, under no circumstances shall such wholesale services be deemed, treated or compensated as a transit service. For purposes of this Agreement, LEVEL 3's indirect service for traffic exchange is considered to be the provision of End Office Switching functions for the wholesale telecommunications service provider so it is not entitled to bill and ILEC is not obligated to pay any transit charges for such traffic.

15.4. Interconnection Arrangements

- 15.4.1. The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. For Direct Interconnection Facilities, the Parties agree to physically connect their respective networks so as to exchange such Local/EAS and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at the ILEC's service territory boundary on the ILEC network. For purposes of this Agreement, the POI between ILEC and LEVEL 3 will be the Hargray Telephone Company, Inc. access tandem switch in Pritchardville, S.C.
- 15.4.2. The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Local/EAS Traffic and ISP-Bound Traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.
- 15.4.3 The Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible. The Dedicated Interconnection Facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.

15.4.4 ILEC and LEVEL 3 may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Local/EAS Traffic, ISP-Bound Traffic and toll traffic. Separate trunks shall be provisioned on the Direct Interconnection Facilities according to Sections 15.5 and 15.6. If LEVEL 3 is purchasing a Direct Interconnection Facility of a DS3 or greater capacity, the charges for the Direct Interconnection Facility shall be apportioned based on the jurisdiction of the trunks provisioned on that facility.

15.4.5 Indirect Interconnection. Both Parties agree traffic may be exchanged through the tandem that the Bluffton end office is associated with as identified in the Local Exchange Routing Guide ("LERG") until such time either Parties' traffic volume meets or exceeds one (1) DS1 level volume of calls. Both Parties agree only to deliver traffic to the other pursuant to and consistent with the terms of this Agreement.

15.4.6 Indirect Network Connection shall be accomplished by Bluffton and Level 3 each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem Switch serving the Bluffton end office. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem. The POI shall be the existing meet point between Bluffton and the third party tandem operator. The POI shall be the demarcation point for each Party's financial responsibility for these interconnecting network facilities.

15.4.7 A DS-1 trunk equivalency is deemed established in any of the following instances:

15.4.7.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds twenty-four (24) for three (3) consecutive months, or for three (3) month of any consecutive five (5) month period.

15.4.7.2 Combined two-way traffic between two single switches of each Party reaches two-hundred thousand (200,000) combined minutes of use per month for two (2) consecutive months, or for any two (2) months in a consecutive three (3) month period.

15.4.7.3 In any instance where Level 3 is providing a tandem function then Level 3 must directly interconnect to Bluffton pursuant to the terms of this Agreement for Direct Interconnection. Level 3 must also record and provide billing records for that traffic transiting Level 3's switch and terminating to Bluffton.

15.4.7.4 No tandem switching will be performed in the End Office.

15.5 Direct Interconnection Facilities

15.5.1 Local Interconnection Trunks

15.5.2 The Parties will establish a separate trunk group for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection

Trunks”) on the Direct Interconnection Facility. The Parties agree that all Local/EAS and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate IntraLATA or InterLATA toll traffic or originate untranslated traffic to service codes (*e.g.*, 8XX) over Local Interconnection Trunks.

- 15.5.3 If the Parties’ originated Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

15.6 Toll Trunks

- 15.6.1 Toll Traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll and access traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from the Parties’ respective Tariffs will apply to the access trunks.

- 15.6.2 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure.

15.7 Facility Sizing

The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. LEVEL 3 will order trunks in the agreed-upon quantities *via* an Access Service Request (“ASR”).

- 15.7.1 If LEVEL 3’s request requires ILEC to build new facilities (*e.g.*, installing new fiber), LEVEL 3 will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

- 15.7.2 LEVEL 3 shall be responsible for establishing 911 trunks with the designated 911 vendor. LEVEL 3 may purchase transport for such 911 trunks from ILEC subject to applicable Tariff rates.

- 15.7.3 Interface Types. If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.

- 15.7.4 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

- 15.7.5 Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any

similar growth job for the Parties' internal customer demand.

15.8 Compensation for Facilities

- 15.8.1 For Direct Interconnection Facilities, LEVEL 3 may utilize a Fiber Meet Point if a Fiber Meet Point is agreed to by ILEC, lease facilities from ILEC or lease facilities from a third party to reach the POI (at the existing meet point between Hargray Telephone Company, Inc. and ILEC).
- 15.8.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.
- 15.8.3 LEVEL 3 may use a third party carrier's facilities for purposes of establishing interconnection with ILEC at the POI (at the existing meet point between Hargray Telephone Company, Inc. and ILEC). In such case, on behalf of LEVEL 3, the third party carrier will connect dedicated facilities with ILEC at the POI. LEVEL 3 shall be responsible for the payment to any third party carrier for any charges associated with the facilities on the LEVEL 3 side of the POI. Where facilities are meet point facilities jointly provided by the third-party carrier and ILEC, any portion of the facilities provided by ILEC will be provided at no charge to LEVEL 3.

15.9 Traffic Termination Compensation

- 15.9.1 This Section 15.9.1 is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End Users of the Parties in this Agreement. Both Parties agree that the traffic is roughly balanced and therefore compensation for Local/EAS Traffic and ISP- Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.
- 15.9.2 Compensation for toll/access traffic will be in accordance with each Party's access Tariffs, except that, with regard to rates, LEVEL 3 agrees to utilize rates that do not exceed ILEC's tariffed access rates where LEVEL 3 competes.
- 15.9.3 For Transit Traffic, the originating Party will be responsible for all transit charges. The Party providing the transiting function shall bill the originating Party for its originated Transit Traffic that is routed to the transiting provider for delivery to a third party, where the switch homing arrangement for NPA/NXX is designated in the transiting Party's tandem switch per the Local Exchange Routing Guide (LERG). The rate for Transit Traffic is listed in the Pricing Attachment of this Agreement. LEVEL 3 is responsible for negotiating any necessary interconnection arrangement directly with the third party. ILEC will not be responsible for

any reciprocal compensation payments to LEVEL 3 for Transit Traffic. Any Transit Traffic that is toll shall be governed by the ILEC's access Tariffs.

15.9.4 LEVEL 3 shall assign its NPA-NXX Code(s) to each rate center in which it wishes to provide Telephone Exchange Service. Both Parties shall adhere to the North American Numbering Plan ("NANP") guidelines. Both Parties agree to only assign telephone numbers from an NPA-NXX Code(s) to an End User at an End User location located inside the rate center with which the NPA-NXX Code(s) is associated, except in cases where either Party offers a foreign exchange service inside LATA 440.

15.10 Accurate CPN associated with the End User originating the call must be provided. Accurate CPN is:

15.10.1 CPN that is dialable working telephone number, that when dialed, will reach the End User's to whom it is assigned, at that End User's site.

15.10.2 CPN that has not been altered.

15.10.3 CPN that is not a charge party number.

15.10.4 CPN that follows the North American Numbering Plan and can be identified in numbering databases and the LERG as an active number.

15.10.5 CPN that is assigned to an active End User.

15.11. If either Party fails to provide accurate CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner: The remaining five percent (5%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety-five (95%) of identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be deemed to be access traffic and billed pursuant to applicable access tariffs.

15.12 Upon determination the CPN or JIP is being received at less than ninety-five percent (95%) for thirty (30) business days, the terminating Party will notify the originating Party of such discrepancy. The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist with its correction. If discrepancy exists for sixty (60) business days, then the terminating Party will apply its access tariffs to such unidentified traffic.

15.13 Neither Party shall employ Telephone Exchange Services provided by any Party, or allow a third-party to employ Telephone Exchange Services provided by that Party, in any manner to deprive the other Party of Exchange Access charges to which it is otherwise entitled in accordance with applicable regulations.

- 15.14 Each Party agrees that it will not provision any of its services in any manner that would result in, or permit, the arbitrage and/or circumvention of the application of interstate or intrastate access charges by the other Party, including as examples, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one rate center for End Users that obtain local exchange service in a different rate center.
- 15.15 Each Party is responsible for all traffic that it delivers to the other Party including but not limited to Local Traffic, VoIP Traffic, ISP-Bound Traffic and toll traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges by it or a third-party telecommunications service provider. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities, and all Reciprocal Compensation and Access Charges associated with all traffic that it originates and terminates to the other Party, including traffic of a third-party telecommunications service provider.
- 15.16 The Parties understand and agree that this Agreement will permit a Party to provide a wholesale Telecommunications Service to a third-party telecommunications service provider; however, under no circumstances shall such wholesale Telecommunications Service be deemed, treated or compensated as Tandem Transit Service or Transit Traffic. Except as otherwise provided herein, traffic exchange service provided by either Party is considered to be the provision of end office switching functions.
- 15.17 Traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, or up to twelve (12) DS-3's, and shall be jointly- engineered to the appropriate industry grade of service standard P.01. For clarity, that means that Interconnection shall occur at the DS- 1 level, but that only as many DS-0's within each DS-1 will be activated as specified by the ordering Party. The Parties agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services. Interconnection will be provided via two-way trunks using Signaling System 7 protocol whenever technically feasible. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per industry standards, and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All interconnection facilities and trunking will be ordered using industry standard Access Service Request ("ASR") or Local Service Request ("LSR").
- 15.18 LEVEL 3 and BTC agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:
- 15.18.1 Cooperatively plan and implement coordinated repair procedures, including service restorations, for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

15.18.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

15.18.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

15.18.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

15.18.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

15.18.6 Provide each other with a trouble reporting number that is monitored 24 hours a day/7 days a week.

15.18.7 Immediately report to each other any equipment failure which may affect the interconnection trunks.

15.18.8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of Automatic Message Accounting ("AMA") records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

16 Technical Requirements for Interconnection

16.1 The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties will cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards. Each Party will transmit calling party number ("CPN") as required by FCC rules (47 C.F.R. 64.1601).

17 Trunk Forecasting

17.1 Each Party will provide the other a two (2) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other annually.

17.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six (6) months.

Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

- 17.3 If a trunk group is under 75 percent of centum call seconds ("CCS") capacity on a monthly average basis for each month of any six (6) month period, either Party may request the issuance of an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all final facilities between BTC Central Office and LEVEL 3's will be engineered to achieve P.01 Grade of Service.
- 17.4 All requests by LEVEL 3 to BTC to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request.

18 Intercarrier Compensation

- 18.1 To the extent the Parties exchange VoIP Traffic, they shall comply with the terms of the Section 15 of this Agreement pertaining to the provision of CPN and JIP.
- 18.2 Neither Party shall represent Switched Access Traffic as Local Traffic or as ISP-bound Traffic for purposes of determining compensation for the call.

19 Dialing Parity

- 19.1 BTC will allow its customers to dial, without a toll charge or extra digits a LEVEL 3 NPA-NXX-X assigned to a rate center in BTC's EAS calling area, to the same extent as any other incumbent LEC NPA-NXX-X in the same rate center. Where the Parties are directly connected, Parties shall cooperate to maintain mutually agreed 2-way direct Interconnection Facilities sufficiently sized at the POI to keep indirectly exchanged overflow traffic to a minimum. If there is any such overflow traffic, then LEVEL 3 shall be responsible for any transport or transit charges assessed by any third-party for facilities or services provided on LEVEL 3's side of the POI.

20 Office Code Translations

- 20.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times.
- 20.2 When more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- 20.3 If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on

its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

21 Local Number Portability

- 21.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. In order for a port request to be valid, the End User must retain his or her original number, be located either at the same location or at a location within the same Rate Center Area before and after the port; can be served directly by ILEC, LEVEL 3, or wholesale telecommunications service provider.
- 21.2 The Parties will exchange Trading Partner Profiles, handbooks and/or website address that will contain information covering guidelines for preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions within sixty (60) days of execution of this Agreement.
- 21.3 The Parties shall exchange preordering, ordering, provisioning, and maintenance information, including service orders, via electronic mail. Parties may mutually agree to add other forms of the information exchange such as Graphical User Interface (GUI).
- 21.4 Each Party is responsible for obtaining confirmation and authorization from each End User initiating transfer of service from one Party to the other Party utilizing a method authorized under federal or state law or regulations by either obtaining a Letter of Authorization ("LOA") or Third Party Verification ("TPV") from the End User. The Party obtaining the LOA or TPV from the End User will attest to the other Party that it or its TPV vendor is in possession of such authorization but shall not be required to furnish it to the other Party unless there is a dispute filed with the Commission. The Party obtaining the LOA or TPV is required to maintain the record of the LOA or TPV for a minimum of twenty-four (24) months from the date of signature, or, if state or federal law provides otherwise, in accordance with such law.
- 21.5 A Party will accept transfer of service requests for an End User that seeks to transfer multiple numbers and, at the same time, retain one or more numbers.
- 21.6 Coordination of service order work outside normal business hours (8:00AM to 4:00PM) Eastern Time shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays as set forth in Attachment I - Pricing of this Agreement subject to labor availability.

22 Directory Listings and Distribution Services

- 22.1 LEVEL 3 will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with ILEC's vendor for

directory publications.

- 22.2 Listings. LEVEL 3 agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for LEVEL 3s subscribers who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope and schedules and listings will be treated in the same manner as ILEC's listings.
- 22.3 Distribution. Upon directory publication, LEVEL 3 will make arrangements with ILEC's directory publisher for the initial distribution of the directory to service subscribers in the directory coverage area. LEVEL 3 will supply ILEC directory publisher, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC's directory publisher to perform its directory distribution responsibilities. Nothing in this section shall be construed as requiring ILEC to supply a directory to any subscriber of either ILEC or LEVEL 3.

23 911 Requirements / MSAG

- 23.1 BTC utilizes CenturyLink for the provision of 911/E-911 services. LEVEL 3 is responsible for connecting to CenturyLink and populating CenturyLink's database. All relations between CenturyLink and LEVEL 3 are totally separate from this Agreement and ILEC makes no representations on behalf of CenturyLink.
- 23.2 ILEC will not be liable for errors with respect to LEVEL 3's provision of 911/E911 services to LEVEL 3's End Users.
- 23.3 Jasper and Beaufort counties maintain the Master Street Address Guide (MSAG) for the territory served by ILEC. LEVEL 3 shall contact Jasper and Beaufort counties to obtain the MSAG.

24 Bankruptcy

- 24.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise to the extent permitted by Applicable Law, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

25 Deposits and Advanced Payments

- 25.1 The Parties will work together to determine the need for or amount of a reasonable deposit. If the Parties are unable to agree, either Party may file a petition for

resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute.

26 Law Enforcement Interface

- 26.1 In cases where LEVEL 3 provides its own switching facilities, with respect to requests for call content interception or call information interception directed at LEVEL 3's End User, BTC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.
- 26.2 Notwithstanding the foregoing, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.
- 26.3 To the extent BTC has an extension or exemption of any of the requirements of the Communications Assistance for Law Enforcement Act, ("CALEA"), Public Law No. 103-414, 10g Stat. 4279 (1994), under, respectively, CALEA Section 107(c), 47 U.S.C. §1006(c) or CALEA Section 109(b), 47 U.S.C. §1008(b), BTC has no duty to provide any technical capability to law enforcement agencies for call content interception or call information interception involving LEVEL 3's End Users that require the capability or capabilities covered by the extension or exemption.
- 26.4 When the Parties work jointly in security matters, each Party will refer the law enforcement agency to or contact the other Party's designated point of contact for law enforcement agencies on a seven days a week/twenty-four hours a day basis.

27 Misdirected Calls

- 27.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair service, etc):
 - 27.1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 27.1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User the correct contact number.
 - 27.1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End Users or market services.

28 Multiple Counterparts

- 28.1 This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such

counterparts shall together constitute one and the same instrument.

29 Entire Agreement

- 29.1 This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are incorporated by reference, constitute the entire matter, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: **Level 3 Communications, LLC**

Signature: _____

Typed or Printed Name: Gary Black

Title: VP – Carrier Relations

Date: 5-31-2017

By: **Bluffton Telephone Company, Inc.**

Signature: _____

Typed or Printed Name: Andrew Rein

Title: Chief Financial Officer

Date: 6-6-2017

Attachment I**Pricing for Bluffton Telephone Company, Inc.**

General: The rates contained in this Pricing Attachment are the rates, as referenced, in various sections of the Interconnection Agreement.

A. Local Traffic: Bill and Keep**B. Transport Rate:**

1. Direct Trunk Transport Termination:

| | |
|-----------------|-------------------|
| DS1 termination | \$ 57.24 / month |
| DS3 termination | \$ 549.62 / month |

2. Direct Trunked Transport Facility:

| | |
|-----|-------------------------|
| DS1 | \$13.92 / mile / month |
| DS3 | \$133.65 / mile / month |

3. Non-recurring Installation Charge \$ 404.00 / order

C. Transit Traffic Rate: \$ 0.006 / min.**D. General Charges:**

| | |
|---------------------------------------|--------------------|
| 1. Service Order (LSR)* | \$ 17.00 / request |
| 2. Service Order Cancellation Charge* | \$ 5.00 / request |
| 3. Expedited Due Date* | \$ 35.00 / day |
| 4. Order Change Charge* | \$ 5.00 / request |

Install and Repair Technician:

| | |
|---------------------------------------|-----------------|
| Basic Time (normally scheduled hours) | \$ 19.29 / ½ hr |
|---------------------------------------|-----------------|

| | |
|---|-----------------|
| Overtime (outside of normally scheduled hours) Occurring on scheduled workday) | \$ 28.93 / ½ hr |
|---|-----------------|

| | |
|--|-----------------|
| Premium Time (outside of scheduled workday) | \$ 38.57 / ½ hr |
|--|-----------------|

Central Office Technician:

| | |
|---------------------------------------|-----------------|
| Basic Time (normally scheduled hours) | \$ 19.55 / ½ hr |
|---------------------------------------|-----------------|

| | |
|---|-----------------|
| Overtime (outside of normally scheduled hours) Occurring on scheduled work day | \$ 29.32 / ½ hr |
|---|-----------------|

Attachment II

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1.0 Pre-Ordering

- 1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2 Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End-User Customer's permission, and that the requesting Party has verification from the customer *via* Third Party Verification, a Letter of Authorization (LOA), *etc.* that the customer has agreed to the release of this information.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is one to two business days and two (2) business days for a full customer service record for up to twelve (12) CSRs per day. The intervals for higher volumes of requests will be negotiated on a case by case basis.
- 1.4 Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information. The Parties also will discuss the development and introduction of a change management process.
- 1.5 The Parties shall exchange preordering, ordering, provisioning, and maintenance information *via* Facsimile. Parties may mutually agree to add other forms of the information exchange such as email or Graphical User Interface (GUI).
- 1.6 The Parties agree not to view, copy, or otherwise obtain access to End-User Customer record information of any customer without that End-User Customer's permission. The Parties will obtain access to End-User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided.

2.0 Ordering

- 2.1 The New Service Provider (NSP) shall place orders for services by submitting a Local Service Request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 2.2 The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified, or canceled.

3 Customer Transfer

- 3.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering
- 3.2 When notification is received from the New Service Provider that a current End-User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.
- 3.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End-User for conversion of the End-User Customer's service from New Service Provider to Old Service Provider.
- 3.4 If either Party determines that an unauthorized change in local service has occurred, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer and will pursue remedies as permitted by federal and state law against the Party making the unauthorized change.

4 Provisioning

- 4.1 The Parties shall provision services during regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment.

5 Cancellation Charges

- 5.1 If the losing service provider does not receive a request to cancel within one (1) business day after the port has occurred, the gaining service provider is responsible for paying installation charges on behalf of the End User Customer and both service providers agree to expedite the request without an additional expedite fee to the End User Customer. This would only apply for TN's submitted under SPID #853C.

6 Expedited Service Date Charges

- 6.1 For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is listed in the Pricing Attachment to this Agreement.

7 Order Change Charges

- 7.1 If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

8 Pending Orders

- 8.1 Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held up to thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.
- 8.2 Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 8.3 The Parties shall comply with the FCC's requirements on Number Portability and any amendments thereto.

9 Maintenance and Repair

- 9.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.
- 9.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the no trouble found repair tickets be shared with the purchasing Party. Such requests shall not be unreasonable denied.
- 9.3 The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or

authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

10 Service Standards

- 10.1 Both Parties will comply with Article 6 – Telecommunications Utilities in Chapter 103 – Public Service Commission of the Code of Regulations of South Carolina Sub-Article 6 – Standards and Quality of Service when providing service to the other Party.

11 Rates

- 11.1 All charges applicable to pre-ordering, provisioning, and maintenance and repair, shall be as set forth in the Pricing Attachment I of this Agreement.

12 Miscellaneous

12.1 Letter of Authorization

- 12.1.1 The Parties agree that they will not submit an order to move an End-User Customer's service from one Party to the other Party without the End-User Customer's permission, and that the requesting Party has verification from the End-User Customer via third party verification, a Letter of Authorization (LOA), etc. that the End-User Customer has agreed to the change in service. The OSP will not require End-User Customer confirmation prior to establishing service for NSP's End-User Customers.

- 12.1.2 Once the NSP submits an LSR to change an End-User Customer's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing, repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End-User Customers change in service providers.

- 12.1.3 If, based on an End-User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.